i. Title deeds to the developers as and when required.
ii. Mutation paper.
iii. Revenue receipt.
iv. Municipal Tax Receipt.

ARTICLE-X

SPECIFICATION :

10.1 After completion of this building the owner Shall be entitled to obtain physical possession of the owners allocation and the balance constructed area and other portions of the said building shall belong to the developer except the undivided proportionate share in common facilities and amenities of the owner .

10.2 The owner shall be entitled to transfer or otherwise deal with the owners allocation in the building without any let, hindrance, interruption, claim or demand whatsoever by the developer.

10.3 The developers shall be exclusively entitled to the developed Allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim of interest therein subject to the restrictions imposed in clause above whatsoever of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the developer allocation.

10.4 That the land owner shall be given power of attorney regarding the works and sale of developers share to second part.

Surendra Kumar
06/02/2012

For Swastik Erection Pvt. Ltd.
Rajeev Ranjan
Managing Director
6/2/12

ARTICLE-XI

BUILDING :

11.1 The Developers shall at their own costs construct erect and complete the building and the common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the Architect from time to time.

11.2 The Developers shall install and erect in the said building at its own costs, pumps, tube well, water tanks, overhead reservoirs, electrifications, permanent electric connection from B.S.E.B. apart from other facilities described hereinafter.

11.3 The Developers shall be authorized in the name of owner in so far as necessary to apply for and obtain quotas , entitlement and other allocations of or for cement steel ,bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power ,drainage, sewerage to the building and other input and facilities required for the construction for enjoyment of the building and give necessary authorization ~~or consent in favour of~~ the developers .

11.4 The Developers shall at its own costs and expenses and without creating any financial or other liability on the owner, construct and

11.5 complete the building on various units and /or apartments therein accordance with the building plan and any amendment thereto or modification thereof made or caused to be made by the developers .

11.6 All costs, charges and expenses relating to or including Fees shall be paid, discharged and borne by the developers and the owner shall have no liabilities in the context.

Sweneha Kumar
06/02/2012

For Swastik Engicon Pvt. Ltd.
Rajeev Ranjan
6/2/12 Managing Director

ARTICLE-XII

COMMON FACILITIES :

12.1 The Developers shall pay and bear all property taxes and other dues and outgoing in respect of the owners allocation in the said building according due as and from the date of handing over vacant possession by the owner till as provided hereinafter.

12.2 As soon as the building is completed, the developers, shall give written notice to the owner requiring owner to take possession of the owners allocation in the building and there being no dispute regarding the completion of the building with all amenities in terms of this agreement and according to the specification and plan thereof and certificate of the Architect being produced to that effect then after 30 days of the date of services of such notice at all times thereafter owner shall be responsible for payment of all Municipal and property taxes, rates, dues duties and other public outgoing of and impositions whatsoever (hereinafter for the sake of breavity referred to as the said rates) payable in respect of the owners allocation, the said rates to be apportioned prorata with reference to the developers allocation in the building if they are levied on the building as a whole.

Surendra Kumar
06/02/2012

12.3 The owner shall from the date of taking possession of the allocate premises also be responsible to pay and bear and shall forthwith pay

12.4 on demand to the developers the service charges for the common facilities in the building , payable irrespective of the owners allocation said charges to include proportions to share of premium for the insurance of the building ,water fire and servicing charges and taxes ,sanitation and renewal charges for bill collection and management of the common facilities renovation replacement,

For Swastik Engicon Pvt. Ltd.
Rajeev Ranjan
6/2/12 Managing Director.

12.5 repair and maintenance charges and expenses for all the building and of all common wiring, pipes, electrical and mechanical equipments, stairways, corridors, halls, passageways, garden and other common facilities whatsoever as may be mutually agreed from time to time.

12.6 Any transfer of any part of the owner allocation in the building shall be subject to the provisions of clause 12.2, hareof and the owner shall thereafter be responsible in respect of the space –transferred to pay the said rates and service charges for the common facilities.

12.7 The owner shall not do any act, deed or thing whereby the developer shall be prevented from construction and /or completion of the said building.

Surendra Kumar.
06/02/2012

ARTICLE-XIII

LEGAL PROCEEDING FOR LAND :

13.1 It is hereby expressly agreed by and between the parties here to that it will be the responsibility of the owner and developers to defend all actions, suit and proceedings which may arise in respect of the title and possession of the land in reference and all costs, charges and expenses incurred for the purpose shall be borne by the owners.

ARTICLE-IV

DEVELOPERS INDEMNITY :

14.1 The developers hereby indemnifies the owner in respect of all claims, damages, compensation or expenses payable in consequence of the death or disability or any person on the premises or building whether in employment of the developer or not while in or upon the said premises or building and the owner shall not be bound to defend any action field in the respect of such injury brought under the Workmen's Compensation Act or provision of any other law.

For Swastik Enricon Pvt. Ltd.
Rajeev Ranjan
6/2/12 Managing Director.

14.2 The developers shall indemnify the owners from and in respect of all claims, damages, compensation or expenses payable in consequence of any injury to any person or demand whatsoever nature from any authority arising from any act / omission or negligence on part of the developers related to in connection with the execution of the works. The developers shall also indemnify the owners with respect to any claims, action or proceeding which may be brought or taken against the owner in respect of any damage caused to adjoining around , building, electric poles etc. by the developers in performance of the work envisaged in this agreement.

Surendra Kumar
06/02/2012

ARTICLE-V

MISCELLANEOUS :

15.1 The owner and the developers have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the developers and the owner or an a joint venture between the parties here in any manner or shall the parties hereto constitute as an association of persons.

15.2 It is understood that from time to time to facilities the construction of building by the developers various deeds, matters and things not herein specified may be required to be done by the developers and for which the developers may need the authority of the owner and various applications and other documents may be required to be signed or made by the owner relating to which specific provisions may not have been mentioned herein. The 18.
owner hereby undertakes to do all such acts, deeds, matters and things may be reasonably required to be done in the matter and the owner also undertake to sign and execute all such additional application and other documents as may be required and do all such acts, deeds, matters, and things do not in any way infringe on the right of the owner and or go against the spirit of this agreement, provided expenses on all such acts will be borne by the developers.

For Swastik Projects Pvt. Ltd.
Rajeev Ranjan
6/2/12 Managing Director

15.3 Any notices required to be given by the developers shall without prejudice to any other mode or services available, deemed, acknowledge or sent by pre-paid registered post with acknowledgement due and shall likewise be deemed to have been served on the developers if delivered by hand or sent by prepaid registered post to be registered offices of the developers.

15.4 The name of the building shall be **SARSWATI SHREE ENCLAVE.**

15.5 Nothing in these presents shall be construed as a demise or assignment or conveyance of law by the owner of the said premises or any part thereof to the developers or creating any right, title or interest in respect therein. The developers others than an exclusion license the developers to commercially exploit the same in terms thereof provided however, that the developers shall be entitled to borrow money from any bank or banks or other financial institution without creating any financial liability on the owner or affecting their right, title and interest in the said land and it is being expressly agreed and understood that in no event the owner shall be responsible and /or be made liable for payment of any dues of such bank or banks financial institution and for that purpose the developers shall keep the owner indemnified against all action ,suits, proceedings and costs ,charges and expenses in respect thereof.

15.6 As and from the date of completion of the building the developers and/or its transferees and the owner and /or their transferees shall be liable to pay and bear proportionate charges on account of all taxes and other impositions payable in respect of the space .

15.7 There is no existing agreement regarding the development or sale of the said premises and that all other arrangements if any prior to their agreement have been cancelled and are being superseded by this agreement .

Surendra Kumar.
06/02/2012

For Swastik Engicon Pvt. Ltd.
Rajeev Ranjan
Managing Director

ARTICLE-VI

FORCE MAJURE :

16.1 The developers shall not be considered to be liable any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majure – via majure and shall be suspended from the obligations during the duration of the force majure / via majure.

16.2 Force majure shall mean flood , earthquake, riot, war, storm, tempest, civil commotion , and / or any other act beyond the control of the developers .This will however not include disturbance, hinderance and obstruction by any person in the construction of the complex.

Sumanta Kumar.
06/02/2012

ARTICLE-VII

ARBITRATION :

17.1 If at any time disputes shall arise between the parties here to regarding the construction or interpretation of any term and conditions here in contained or touching these presents or determination of any liability. The same shall be referred to arbitrators to be chosen and / or appointed by the parties respectively and the same shall be deemed to be reference within the meaning of the arbitrations Act but in no event none of the parties shall be-entitled to stop the proceedings of the constructions or development of the said premises until such time the award is given by the arbitrators.

For Swastik Enricon Pvt. Ltd.
Rajeev Ranjan
6/2/12 Managing Director

Schedule I

Surendra Kumar.

Mauza	Tauzi No	Khata No	Plot No	Area
THANA CODE	616			
Mainpura	5236	428	1672	4 kathas or 12.5 decimals or 5445 sq.feet

MOHALLA New Nehru Nagar ,survey
Surendra Kumar
Thana Phulwari Sharif
P.S. – Patliputra District Patna

Surendra Kumar. 06/02/2012

Bounded as a follows :-

North - Road
South - Jaraw Devi
East - Nand Lal Ram
West - Sita Ram Rai

Total value of Land- 81,25,000/- (Eighty one lac twenty five thousands)

for Swastik Enricon Pvt. Ltd.
Rajeev Ranjan
6/2/12 Managing Director

Schedule II

STANDRAD SPECIFICATION THE DEVELOPER WILL CONSTRUCT THE BUILDING

Foundation	:	RCC Short bore reamed pile foundation as per structure design Tied with grade beam.
Structure	:	RCC frame structure
Civil Work	:	First Class half brick masonry wall in cement Mortar 1:6 in all internal wall and 1:4 in the external wall.
Plaster	:	All internal & external wall be plaster in 1:6.
Flooring	:	All white Marble flooring of 2'x2' size / Buitrified Tiles hall/bedroom/kitchen and common area .
Bathroom Flooring	:	Flooring in toilets will be of Marble and Glazed Tile upto 7 ft. height.
Doors	:	All internal door frame of Sal wood and shufter will be Non-Tick wood flush type.
Bathroom	:	Bathroom door frame from will be Sal wood doors of Non Tick wood Flush type.
Main Entrance door	:	Main entrance door will be of Teak wood.
Windows	:	All Window frame and shutter will be of Sal wood.

Surendra Kumar
06/02/2012

For Swastik Engicon Pvt. Ltd.
Rajeev Ranjan
6/2/12 Managing Director

Roof	:	The upper most roof at the Complex will be water proofed with mosaic work or other standard procedure as recommended by experts and as land owner owns 50% of the share he will also have exclusive right on the open roof on the same percentage basis i.e. 50%.
Genral	:	Silent Generator, of adequate capacity lift with VVVF controller and intercom of Good Quality to be provided.
Boring	:	Bore with adequate depth with Usha Deluxe pipe and Cromption submersible pump will be provide.
Basement	:	Basement will be done in Kalezi flooring.
Stairs	:	Stairs steps will be also in white marble slabs with iron railings on side.

Surendra Kumar.
06/02/2012

For Swastik Enricon Pvt. Ltd.
Rajeev Ranjan
6/2/12
Managing Director

ARTICLE-VIII

JURISDICTION :

18.1 Courts at Patna alone shall have the jurisdiction to entertain and try all actions , suits and proceedings arising out of these presents between the parties.

In witness whereof the parties have put in their respective signature in the presence of the witnesses.

Signature of the Land owners

1. Ranbir Har Sinha
S/o Sri M.N. Singh
Gandaibagh, Babu Bazar.
6/2/12

2. Tej Narayan Sinha
S/o Sri Ram Jatan Sinha
Shivpuri Patna-23
6/2/12

3. Lal Baby Singh
S/o Late Indra Deo Singh
6/2/12

1. Surendra Kumar
6/2/12
PAN - AAWHS6508R

2.

Signature of the Developer
For Swastik Engicon Pvt. Ltd.
Rajeev Ranjan
6/2/12
PAN - AEUPR1933F
Managing Director

Signature of the typist

Abhishek Jaiswal
6/2/12
(Abhishek jaiswal)

G.M. Road, Patna

Drafted By

Vijay Kumar
(Vijay Kumar , Advocate)

G.M.Road , Patna

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 05. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act **Rs.** **163000** *Amt. paid by N.J. Stamp Paper -* **Rs. 0**

Addl. Stamp duty paid under Municipal Act **Rs.** *Amt. paid through Bank Challan -* **Rs. 163954**

FEE PAID		Registration Fee						LLR + Process Fee		Service Charge
	A1	0	C	0	H1b	0	Ka1	0	Lii	0	LLR	0	
	A8	0	D	0	H2	0	K1b	0	Liii	0	Proc. Fee	0	650
	A9	0	DD	0	I	0	K1c	0	Mb	0	Total-	0	
	A10	0	E	250	J1	0	K2	0	Na	54			
	B	0	H1a	0	J2	0	Li	0					
									TOTAL-	304			

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. **954**

Registering Officer

Patna

Date : ***06/02/2012***

Endorsement under section 52

Presented for registration at Registration Office, Patna on Monday, 06th February 2012 by Surendra Kumar S/O-Srikant Sinha by profession Others. Status - Executant

Surendra Kumar
6/2/2012

Registering Officer

Patna

Signature / L.T.I. of Presentant ***Date : 06/02/2012***

Endorsement under section 58

Execution is admitted by those executants and identified by the person (identified by Tej Narayan Sinha age .... Sex M son/daughter of S/O-Sri Ram Jatan Sinha resident of Patliputra,Sadakat Aksharam,Patna.) whose names, photographs, fingerprints and signatures are affixed as such on back page / pages of the instrument.

Registering Officer

Patna

Date : 06/02/2012

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book No. 1 Volume No. 45 on page no. 389 - 413 for the year 2012 and stored in CD Volume No.CD-7 year 2012. The document no. is printed on the front Page of the document.

Registering Officer

Patna

Date : 06/02/2012

Token No.3273 **Year - 2012 Sl.No. 3300** **SCORE Ver. 2.1** **Deed No. 2596** NIC-Bihar